

**ADDENDUM TO
COOPERATIVE AGREEMENT AMONG
THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
THE CITY OF LONG BEACH HARBOR DEPARTMENT AND
THE CITY OF LOS ANGELES HARBOR DEPARTMENT**

This Addendum is dated for reference purposes as of [Date], between and among all Parties to the December 17, 2025 Cooperative Agreement Among the South Coast Air Quality Management District, the City of Long Beach Harbor Department, and the City of Los Angeles Harbor Department (the “Original Agreement”).

WHEREAS, the Original Agreement sets forth terms and conditions for the Parties to implement CAAP Plus Measures as specified in Section II.D. and Attachment A, to directly reduce emissions and/or facilitate future quantifiable emission reductions from port-related operations; and

WHEREAS, the Parties have concluded negotiation of additional CAAP Plus Measures pursuant to Section II.D.2. of the Original Agreement, to complement the CAAP Plus Measure – Port Zero-Emission Infrastructure Plans – as included in the Original Agreement; and

WHEREAS, the Parties jointly determined that: 1) Any additional CAAP Plus Measure must include enforceable commitments for the applicable Party(ies) to take specific action(s) that will result in and/or facilitate port emission reductions; 2) The applicable Party(ies) must have a clear role in controlling completion of the specified action(s); 3) Other Party(ies) must have a clear role for monitoring implementation of specific action(s) by the applicable Party(ies); 4) The specified action(s) must be able to be implemented within the term of the Original Agreement; and 5) Public engagement opportunities must be provided during measure implementation; and

WHEREAS, each City implements a variety of activities in the interest of facilitating future emission reductions from port-related operations. Assessments and technical studies are conducted to increase knowledge and understanding of emission reduction opportunities, demonstration and pilot projects are implemented to evaluate the application and performance of technologies within particular port-related operations, plans are prepared to guide future activities, and forecasts and projections are developed to evaluate potential future conditions. Concurrent with activities conducted through the term of the Original Agreement, each City will, through a public process, continue to develop and implement activities that support emission reductions including development of a Clean Marine Fuel Assessment, releasing a solicitation for a Clean Marine Fuel Pilot Project,

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conducting a technical study on vessel emissions at low-speed operations, preparing a Clean Truck Fund Rate Spending Plan, and developing a projection for Zero-Emission Cargo Handling Equipment Deployments.

WHEREAS, the Parties have jointly and individually conducted public processes to inform members of the public of the negotiation status and draft concepts and language of additional CAAP Plus Measures, and have considered public comments received on the draft concepts and language; and

NOW, THEREFORE, in consideration of the mutual interests and benefits of all Parties to be derived from the implementation of additional CAAP Plus Measures and in connection with the Original Agreement, the Parties further agree as follows:

- A. This Addendum adds three additional CAAP Plus Measures to the Original Agreement such that:
 1. Section II.D. is amended and restated in its entirety as follows:

“D. CAAP PLUS MEASURES. The CAAP Plus Measures, including the Port Zero-Emission Infrastructure Plans measure, two Port Emissions Reduction Programs, and the Regional Off-Port Truck Charging and Fueling Infrastructure measure, are included in Attachment A, and a list of definitions specific to this Agreement are included in Attachment B. Attachments A and B are incorporated herein as part of this Agreement.”
 2. Attachment A is now amended and shall be retitled as “CAAP PLUS MEASURES” and shall consist of three parts, specified as follows:
 - a. PART A1: PORT ZERO-EMISSION INFRASTRUCTURE PLANS
 - b. PART A2: PORT EMISSIONS REDUCTION PROGRAMS
 - c. PART A3: REGIONAL OFF-PORT TRUCK CHARGING AND FUELING INFRASTRUCTURE
 3. Section II shall apply to all CAAP Plus Measures as now listed in Section II.D. and specified in Attachment A.
- B. This Addendum adds Section II.AA. to the Original Agreement, which shall read as follows:

“AA. SEVERABILITY OF CAAP PLUS MEASURES. If any CAAP Plus Measure(s), as listed in Section II.D. and specified in Attachment A, should be judicially invalidated or enjoined, it is the intent of the Parties that all unaffected CAAP Plus Measures shall continue to be legally valid and in effect according to their agreed terms, unless the Parties expressly agree otherwise. To the extent any CAAP Plus Measure is judicially invalidated or enjoined, the Parties shall reserve the right and

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ability to negotiate on a replacement measure to effectuate the Parties' original intent or any modified replacement in recognition of changed circumstances.”

- C. This Addendum does not add, delete, nor alter any provision of the Original Agreement other than as specified in Sections A. and B., set forth above.

- D. This Addendum reflects the complete understanding of the Parties as to what, by the mutual agreement of the Parties, shall fit within the four corners of this Addendum. Agreement on the Addendum does not preclude future cooperation and joint efforts on other measures or projects, nor does it purport to comprehensively address all areas where the Parties share continuing interests in reducing port-related emissions. Nothing in this Addendum or the Original Agreement restricts the Parties' respective authorities.

SIGNATURE PAGES FOLLOW

DRAFT

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year indicated next to their signatures.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By _____

Name: Wayne Nasti

Title: Executive Officer

Date: _____, 20__

Attest _____

Name: Susan Nakamura

Title: Chief Operating Officer

APPROVED AS TO FORM:

Date: _____, 20__

BAYRON T. GILCHRIST,
General Counsel

By _____

Name: _____

Title: _____

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CITY OF LONG BEACH, CALIFORNIA,
a municipal corporation,
acting by and through its Board of Harbor Commissioners

By _____

Name: NOEL HACEGABA

Title: Chief Executive Officer, Harbor Department

Date: _____, 20__

Attest _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Date: _____, 20__

DAWN MCINTOSH
Long Beach City Attorney

By _____

Sudhir N. Lay,
Deputy City Attorney

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CITY OF LOS ANGELES, CALIFORNIA,
a municipal corporation,
acting by and through its Board of Harbor Commissioners

By _____
Name: GENE SEROKA
Title: Executive Director, Harbor Department
Date: _____, 20__

Attest _____
Name: Amber Klesges
Title: Board Secretary

APPROVED AS TO FORM:

Date: _____, 20__

HYDEE FELDSTEIN SOTO
Los Angeles City Attorney
Steven Y. Otera, General Counsel

By _____

**COOPERATIVE AGREEMENT - ATTACHMENT A2
CAAP PLUS MEASURES – PORT EMISSION REDUCTION PROGRAMS**

- A. Each City agrees to develop and implement for its respective Port the following programs (hereafter “Program” individually or “Programs” collectively) to support emission reductions from port-related operations.
1. Enhanced Clean Ship Incentive Program
 - a. Each Port shall enact enhancements to their respective Clean Ship Incentive Programs to encourage calls by lower emitting ocean going vessels.
 - i. Such enhancements shall be designed to increase Program participation levels defined as the percentage of calls from ships meeting more stringent air emissions requirements.
 - ii. Such enhancements shall be aligned with the anticipated launch of Environmental Ship Index (ESI) 2.0, which is the international ship-ranking system used by both Ports to determine a ship’s environmental score, with a focus on air related environmental factors such as fuel use and engine type.
 - iii. Such enhancements will also consider any additional “plus-ups” to be encouraged over and above the ESI score.
 - b. Each Port shall develop a Clean Ship Incentive Program that includes the following elements:
 - i. A description of the ocean-going vessels that typically call at their port, including annual visits by vessel type, engine tier level and fuel type.
 - ii. A description of the existing incentive Program including current participation levels. The description shall include a comparison between vessels that currently participate and those that do not participate in the Program by vessel type, engine tier, and fuel type.
 - iii. Description of the proposed enhanced Program, including the Program objective(s), the incentive amounts, the ESI 2.0 scores aligned to each incentive level, and any additional environmental “plus-ups” to be incentivized.

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- iv. A justification for the enhanced Program that describes the considerations and factors that were taken into account when developing the proposed enhanced Program, which may include Port policies and goals, findings from technical studies, stakeholder outreach, and operational and financial considerations.
 - v. Anticipated participation goals, based on the available information known at the time of Program development, and justification for the participation goals, with the understanding that participation levels are beyond the control of the Ports. Describe anticipated program benefits from achieving performance goals, as they relate to clean air benefits.
 - vi. Annual Program budget and funding mechanism(s).
 - vii. Program metrics for tracking and reporting such that clean air benefits can be evaluated.
2. Zero Emission Truck Utilization Incentive Program
- a. Each Port shall evaluate and develop an incentive program designed to encourage deployment of zero-emission trucks to terminals.
 - i. The incentive program may provide incentives on the basis of truck metrics (e.g. per truck trip) designed to encourage increased utilization of zero emission trucks.
 - b. Each Port shall develop a Zero Emission Truck Utilization Incentive Program that includes the following elements:
 - i. The proposed incentive program, including Program objective(s), the general guidelines, incentive amounts, and mechanism of providing the incentive to participating fleets.
 - ii. A justification for the incentive approach that describes the considerations and factors that were taken into account when developing the program concept, which may include Port policies and goals, findings from technical studies, stakeholder outreach, software and hardware requirements, and operational and financial considerations.
 - iii. Anticipated participation goals, based on the available information known at the time of concept development, and

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justification for the participation goals, with the understanding that participation levels are beyond the control of the Ports. Describe anticipated program benefits from achieving performance goals, as they relate to clean air benefits.

- iv. Annual program budget and funding mechanism(s).
- v. Program metrics for tracking and reporting such that clean air benefits can be evaluated.

B. Public Review Process

1. For each Program described in A.1. and A.2. above, the Ports will follow the public review process described below:
 - a. Ports shall release a Draft Program that includes the elements in A.1.b. and A.2.b. to the public and South Coast AQMD at least 90 days prior to consideration by each Port's Board of Harbor Commissioners. Ports shall allow the public to review the Draft Program for at least ~~30~~45 days.
 - b. During the public review period, Ports shall conduct one public meeting to highlight key elements of the draft. This public meeting may be held in conjunction with a regularly scheduled CAAP Stakeholder Advisory Group meeting.
 - c. Following the ~~30~~45-day public review period, Ports shall publicly post all comments received from the public and South Coast AQMD.
 - d. Ports shall respond to comments received as follows:
 - i. Revisions to the Draft Program, as appropriate; and
 - ii. Written responses to comments from the public and South Coast AQMD on the Draft Program.

C. Proposed Final Program

1. Ports shall allow the public and the South Coast AQMD to review the Proposed Final Program for at least 30 days prior to consideration by each Port's Board of Harbor Commissioners for A.1 and A.2.
2. Within 30 days of receipt of the Proposed Final Program, South Coast AQMD will verify completeness of the Proposed Final Program, and provide written confirmation to the Port, as follows:

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- a. The Proposed Final Program includes all elements described in A.1. and A.2.;
 - b. The Proposed Final Program followed criteria or methods described in A.1 and A.2;
 - c. The Port followed the Public Review Process described in B.
 - d. The Proposed Final Program includes written response to comments received on the Draft Program.
 - e. The Proposed Final Program includes a copy of the written confirmation of any time extension, if a time extension was requested under Section D.
3. The presentation to the Board of Harbor Commissioners for consideration of the Proposed Final Program in A.1 and A.2 shall include the following:
- a. The status of South Coast AQMD's verification in C.2., including whether the Program was verified, whether South Coast AQMD did not specify whether it was verified, or whether it was not verified (including the stated reason by South Coast AQMD);
 - b. Comment letters received on the Draft Program and Proposed Final Program;
 - c. Responses to comments on the Draft Program and Proposed Final Program.

D. Approval Process

1. Each Port must notify California Association of Port Authorities prior to enacting an incentive program that results in a change to rates, charges, classifications, rules, regulations or practices in each Port's respective tariff;
2. Updates to Port tariffs, for implementing incentive programs, if required, are subject to the approval of each City's respective Board of Harbor Commissioners pursuant to each City's Charter and other City requirements, which may include approval by the City Council and/or Mayor of each City.
3. Measures identified in A.1 and A.2 will be brought to each Board of Harbor Commissioners for approval on the following schedule:

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| CAAP Plus Measure | Type of Approval Action | Board Approval Deadline |
|---|--|--|
| Enhanced Clean Ship Incentive Program | Approve Program and/or Adopt Port Tariff | 12 months after approval of ESI 2.0 by the International Association of Ports and Harbors (IAPH) |
| Zero Emission Truck Utilization Incentive | Approve Program and/or Adopt Port Tariff | February 28, 2027 |

E. Time Extensions

1. A time extension of up to 90 days to a deadline specified in Section B. or D.3 shall be granted if additional time is needed for reasons beyond the control of the Ports. The time extension request shall include the following:
 - a. Reason for the extension, and demonstration that the additional time is needed for reasons beyond the control of the Port
 - b. Length of time needed for the extension
 - c. Documentation to support the extension
2. Time extension requests must be made in writing to South Coast AQMD no later than 14 days before the deadline.
3. Upon written confirmation from the South Coast AQMD to the Port that the time extension includes the elements listed in E.1., the extension date is the new enforceable deadline.
4. Approval of a time extension for any particular deadline may automatically extend the date of later subsequent deadlines.

F. Program Reporting

1. ~~2.~~ Within nine calendar months following each Program approval and annually thereafter, each Port shall release a report to the public disclosing performance data for each of the programs identified in Section A, specifically reporting on the program metrics identified in the relevant approved Program.

G. Program Evaluation

1. Within the first full year of implementation for each of the Programs in A.1. A.2., the Ports shall release Draft Program Evaluation Approach(es) that describes the data sources as defined in A.1.b.vii. or A.2.b.v., and

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methodologies the Ports intend to use to assess each Program’s performance against the identified Program metrics. Ports shall allow South Coast AQMD and the public to review the Draft Program Evaluation Approach(es) for 30 days.

2. Ports shall publicly post the Final Program Evaluation Approach(es) on the CAAP Website. The Final Approach shall include responses to comments received on the Draft Approach.
3. 24 months after implementation of each of the Programs in A.1. and A.2., or no later than September 17, 2030, whichever comes first, the Ports shall develop a Draft Program Evaluation Report to assess if the Program(s) is/are meeting the identified Program objectives. The Draft Program Evaluation Report shall also include whether any potential changes to the Program may be recommended for subsequent consideration by the Port.
4. Each Port shall ~~make-release~~ the Draft Program Evaluation Report ~~available~~ for public review for at least 30 days. Within 60 days following the public review period, each Port shall publicly release the Final Program Evaluation Report, including written responses to comments received. The Final Program Evaluation Report shall include justification for why subsequent actions are recommended.
5. Based on findings and recommendations in the Final Program Evaluation Report, the Board of Harbor Commissioners may elect to initiate further changes to the Programs, following the process under A., B., C., and E., as applicable. Program Reporting and Evaluation under F. and G. shall continue on any modified programs as applicable.

H. Enforcement Provisions

1. The Ports agree to pay into the Clean Air Mitigation Fund as specified in Agreement Section II.L. for the Types of Defaults in the following table:

| Tier | Type of Default |
|-------------|---|
| Tier I | Port Program Adoption and/or Tariff Adoption: Deadline missed by less than 45 days for implementation of incentive programs described in D.3. without an approved time extension. |
| | Public Review Process: Not followed as described in B. without an approved time extension, or in G.1. through G.4. |
| Tier II | Port Program Adoption and/or Tariff Adoption: Deadline missed by 45 or more days for implementation of incentive |

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| | |
|--|---|
| | programs described in D.3. without an approved time extension. |
| | Public Review Process: Not followed as described in B. without an approved time extension, or in G.1. through G.4. and the Port received one Tier I Default of the same Type. |

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**COOPERATIVE AGREEMENT - ATTACHMENT A3
CAAP PLUS MEASURE – REGIONAL OFF-PORT TRUCK CHARGING AND
FUELING INFRASTRUCTURE**

Each City agrees to implement for its respective Port the following:

- A. Each Port agrees to pay South Coast AQMD to fund and administer funding agreements for regional charging and/or fueling infrastructure projects in the South Coast Air Basin, for the purpose of supporting off-port operations of zero-emission drayage trucks registered in the Ports Drayage Truck Registry (PDTR).
 1. Each Port shall pay South Coast AQMD a total of \$20 million per Port.
 2. Each Port agrees to negotiate with South Coast AQMD in good faith to enter into a memorandum of understanding (MOU) to specify a detailed payment schedule and other obligations pursuant to Section C.
 3. Each Port's payment to South Coast AQMD may be made in a single or multiple installments in accordance with the payment schedule to be determined in the subsequent MOU per A.2.
 4. Each Port intends to fund such payment(s) from its Clean Truck Fund (CTF) Rate revenues. Regardless, the payment amount and payment schedule pursuant to A.1 through A.3 shall not be limited nor altered by available CTF funds.
 5. The Port may elect to provide South Coast AQMD with a list of evaluation criteria in project selection, to be incorporated into the MOU.
 - 5.6. Each Port is solely responsible in determining that any funded project complies with the Tidelands Trust doctrine. ~~The Port may elect to provide South Coast AQMD with a list of evaluation criteria in project selection, to be incorporated into the MOU.~~

South Coast AQMD agrees to the following:

- B. South Coast AQMD agrees to negotiate with each Port in good faith to enter into an MOU as specified in Section C to support expansion of regional charging and/or fueling infrastructure projects in the South Coast Air Basin. Upon approval by the South Coast AQMD Governing Board of the MOU, South Coast AQMD shall:
 1. Select suitable projects to be funded by monies specified under A.1. and that are solicited through a public process, which may be conducted in conjunction with solicitations under existing incentive program(s) administered by South Coast AQMD;
 2. Consult with each Port in project selection consistent with the provisions of the MOU in C.;

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3. Ensure all necessary and applicable permits and entitlements (e.g., CEQA/NEPA) are appropriately addressed; and
4. Administer funding agreements with selected project proponents.

Each City/Port and South Coast AQMD agree to the following:

- C. An MOU between the South Coast AQMD and each Port for regional charging and/or fueling infrastructure projects in the South Coast Air Basin in support of off-port zero-emission drayage truck operations, shall contain elements including but not limited to the following:
 1. Recitals;
 2. Payment of contributions and payment schedules;
 3. Project solicitation and administration;
 4. Project eligibility and key evaluation criteria;
 5. Process for uncommitted funds, including at minimum a timeline by which South Coast AQMD will allocate funds to eligible projects, otherwise forfeit and/or return funds to be subsequently utilized by the applicable Port for allocation to other clean drayage truck projects or programs, to ensure that funds are allocated as soon as practicable;
 6. Reporting schedule and report contents, the latter of which shall include at minimum: accounting of the funds received by South Coast AQMD from the Ports, project selection, project costs, funds disbursement, and status of selected projects;
 7. Public process to inform spending of funds; and
 8. Term and termination.
- D. Each Party shall negotiate the MOUs as specified in Section C and bring the respective final MOUs for necessary approval(s) for execution no later than February 28, 2027. The required approvals include but may not be limited to:
 1. Approval by South Coast AQMD Governing Board; and
 2. Approval by the applicable Port's Board of Harbor Commissioners.
- E. The public process for development of this MOU shall include discussion as an agenda item at a South Coast AQMD Technology Committee meeting prior to consideration by the South Coast AQMD Governing Board at a regularly scheduled meeting.
- F. South Coast AQMD shall ~~deduct a reasonable fee~~ track and report expenses for staff administration of project funding agreements, and deduct a fee in an amount not to exceed 10% of the awarded total per project.